

1 BILL NO. S-80-12-40

2 SPECIAL ORDINANCE NO. S-14-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 323-80
6 between the City of Fort Wayne, Indiana
and Waynesfield Construction, Inc., Contractor
for installation of sanitary sewer.

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated December 16,
11 1980, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and the Board of Public Works and Waynesfield Con-
13 struction, Inc., Contractor for:

14 construction of a 48 inch sanitary inter-
15 ceptor from the intersection of Northside
16 Drive and Glazier Avenue to the inter-
section of Sherman Boulevard and Franke
Park Drive,

17 under Board of Public Works Sewer Improvement Resolution No.
18 323-80, at a total cost of \$1,099,410.00, all as more parti-
19 cularly set forth in said Contract which is on file in the
20 Office of the Board of Public Works and is by reference in-
21 corporated herein and made a part hereof, be and the same is
22 in all things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full
24 force and effect from and after its passage and approval by
25 the Mayor.

26
27
28 APPROVED AS TO FORM AND
LEGALITY DECEMBER 18, 1980.

29
30 J. E. Hoffman
JOHN E. HOFFMAN, City Attorney

31
32
COUNCILMAN

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City V. Limits (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 5, 1981, at 9 o'clock M., E.S.T.

DATE: 1-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BURNS</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-14-81

on the 13th day of January, 1981

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 1981, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 1981, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-40

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution

No. 323-80 between the City of Fort Wayne, Indiana and
Waynesfield Construction, Inc., Contractor for installation
of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 323-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between WAYNESFIELD CONSTRUCTION, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

Beginning at a proposed structure located 5± LF north of and 20± LF west of the intersection of Northside Drive and Glazier Avenue; thence westerly 310± LF to a proposed structure located 10± LF north and 105± LF east of the intersection of Spy Run Avenue Extended and Dunwood Drive; thence westerly 1530± LF to a proposed structure located 20± LF north of and 380± LF west of the intersection of Clinton Street and Dunwood Drive; thence northwesterly 120± LF to a proposed structure located 460± LF north of and 50± LF east of the intersection of Grove Street and Westbrook Drive; thence northwesterly 215± LF to a proposed manhole located 670± LF north of and 30± LF west of the intersection of Grove Street and Westbrook Drive; thence westerly 990± LF to a proposed manhole located 800± LF north and 890± LF east of the intersection of Wells Street and Elmer Avenue; thence southwesterly 565± LF to a proposed manhole located 510± LF north and 420± LF east of the intersection of Wells Street and Elmer Avenue; thence westerly 925± LF to a proposed manhole located 540± LF north of and 500± LF west of the intersection of Wells Street and Elmer Avenue; thence northwesterly west of the intersection of Wells Street and Elmer Avenue; thence northwesterly 1,227± LF to a proposed manhole located 50± LF south of and 80± LF west of the intersection of Sherman Boulevard and Franke Park Drive; thence westerly 825± LF to a proposed manhole located 40± LF north of and 900± LF west of the intersection of Sherman Boulevard and Franke Park Drive; thence southwesterly 40± LF terminating at a proposed structure located 10± LF north and 920± LF west of the intersection of Sherman Boulevard and Franke Park Drive.

Said sewer shall be 48" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11048, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$1,099,410.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

48" RCP Class II	Seventy dollars and no/100	70.00
48" RCP Class III	One hundred five dollars and no/100	105.00
48" RCP Class IV	One hundred thirty dollars and no/100	130.00
38" x 60" RCP HE III	One hundred twenty-eight dollars and no/100	128.00
STD M H Type II-J (72")	Three thousand six hundred twenty dollars and no/100	3,620.00
STD M H Type II-J (84")	Three thousand six hundred twenty dollars and no/100	3,620.00
STD M H Type II-J (96")	Three thousand two hundred eighty dollars and no/100	3,280.00
Special Structure #SR-1	Five thousand four hundred dollars and no/100	5,400.00
Special Structure #SR-17	Ten thousand eight hundred dollars and no/100	10,800.00
Special Backfill	Five dollars and 60/100	5.60
#53 or #73 Special Backfill	Ten dollars and 40/100	10.40
Inverted Siphons Complete (River Crossing)	Eighty-five thousand dollars and no/100 per lump sum	85,000.00
Inverted Siphon Complete (Sta. 18+40 Sta. 19+60)	Forty-five thousand dollars and no/100 per lump sum	45,000.00
Inverted Siphons Complete (Sta. 34+25 Sta. 34+95)	Forty thousand five hundred dollars and no/100 per lump sum	40,500.00
Tunnelling (Clinton Street & Railroad)	Five hundred twenty dollars and no/100	520.00
7" Plain Concrete Pavement	Seventeen dollars and 60/100	17.60
Concrete Curb Type II-A	Three dollars and 25/100	3.25
6" Concrete (Driveways)	Twenty-four dollars and no/100	24.00
4" Concrete Sidewalk	One dollar and 60/100	1.60
HAC Base 440 #/SY	Twenty-five dollars and 50/100	25.50
HAC Binder 330 #/SY	Twenty-eight dollars and 50/100	28.50
HAC Surface 220 #/SY	Thirty-one dollars and no/100	31.00
Seeding & 1" Mulch	No dollars and 50/100	0.50
Broadcast Seeding	No dollars and 25/100	0.25
Dewatering	One dollar and no/100	1.00
12" Sewer Pipe Replacement (RCP Class IV)	Fifteen dollars and 50/100	15.50
STD Inlet Type III-E	Four hundred forty dollars and no/100	440.00
STD M H Type I-A	Five hundred forty dollars and no/100	540.00
6"-10" Sewer Pipe Replacement	Eleven dollars and no/100	11.00
18"-21" Sewer Pipe Replacement (RCP CL. IV)	Twenty dollars and no/100	20.00

30" Sewer Pipe Replacement (RCP CL. IV)	Thirty dollars and no/100	30.00
Brush & Tree Removal	Two thousand dollars and no/100 per lump sum	2,000.00
Base Stabilization	Twelve dollars and 70/100	12.70
2" Water Main Replacement & Relocation	Seven dollars and 80/100	7.80
3/4" Water Service Replacement	One hundred ninety dollars and no/100	190.00
Removal of Pump Station	Four thousand one hundred dollars and no/100 per lump sum	4,100.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 323-80
- B. Instructions to Bidders for Contract No. 323-80
- C. Contractor's Proposal Dated October 21, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11048
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addendum No. 1, 2 and 3.
- T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Paul E. Wagner, PresidentBY: Joan C. Wagner, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr., Mayor

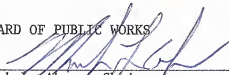
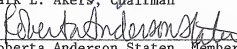
ATTEST:


Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:



BOARD OF PUBLIC WORKS


Mark L. Akers, Chairman
Roberta Anderson Staten, Member
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on ___ day of
_____, 19__.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Lynn DuPuis Ins. Agcy., Inc.
3115 Sylvania Ave.
Toledo, Ohio 43613

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	United States Fidelity & Guaranty Co.
COMPANY LETTER	B	Fidelity & Guaranty Ins. Under., Inc.
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

Waynesfield Construction, Inc.
P.O. Box 477
Maumee, Ohio 43537

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
B	GENERAL LIABILITY	MP33848	3/10/81	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 250	\$ 500
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
A	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE	BAP255994	3/10/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					\$ 500
	AUTOMOBILE LIABILITY					
A	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	CEP109739	3/10/81	BODILY INJURY (EACH PERSON)	\$	
	<input checked="" type="checkbox"/> OWNED			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> HIRED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 750	
A	EXCESS LIABILITY	1-3900-660828	11/3/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
	<input type="checkbox"/> UMBRELLA FORM					
A	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	State of Indiana		STATUTORY	\$	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES **All operations of the named insured.**

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

BOARD OF PUBLIC WORKS
ONE MAIN STREET
FORT WAYNE, INDIANA

DATE ISSUED: **12/13/80**

Hal Orr
Lynn DuPuis Ins. Agcy., Inc.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Waynefield Construction, Inc., 11190 Sager Road, Maumee, Ohio, a Corporation hereinafter called Principal, and United States Fidelity and Guaranty Company, 456 N. Meridian Street, Indianapolis, Indiana, and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of One Million Ninety Nine Thousand Four Hundred Ten and no/100 Dollars (\$1,099,410.00), for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 16th day of December, 19 80, for the construction of:

Spy Run Interconnect Interceptor No. 323-80

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 54-11048 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed

thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

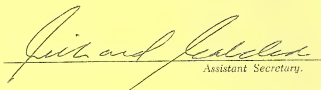
Vicki L. Anderson

of Fort Wayne, Indiana, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) 12-1-1900


Assistant Secretary.

GENERAL POWER OF ATTORNEY

No. 90088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Vicki L. Anderson

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Vicki L. Anderson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of November, A. D. 1979

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Bertram W. Sealy, Jr.
Vice-President.

(SEAL) (Signed) William J. Phelan
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 16th day of November, A. D. 1979, before me personally came Bertram W. Sealy, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and William J. Phelan, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Bertram W. Sealy, Jr. and William J. Phelan were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1982.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 16th day of November, A. D. 1979

(SEAL) (Signed) William Allen
Clerk of the Superior Court of Baltimore City.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts,
each one of which shall be deemed an original, this 16th day of
December, 19 80.

ATTEST:

Joan C. Wagner
Secretary

SEAL

WAYNESFIELD CONSTRUCTION, INC
Principal
BY: Paul E. Rhy

Cecilia E. Gorman
(Witness as to Principal)

2005 Bayou Ave.
Address

Fl. Wayne, Ind. 46805
ATTEST:

Address

United States Fidelity & Guaranty
Surety

(Surety) Secretary

SEAL

Paul L. McElwaine
Witness as to Surety

(Address)

By Vicki L. Anderson
Attorney-in-Fact

Fort Wayne, Indiana
Address

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Waynesfield Construction, Inc., 11190 Sager Road, Maumee, Ohio, a Corporation hereinafter called Principal, and United States Fidelity and Guaranty Company and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One Million Ninety Nine Thousand Four Hundred Ten and no/100 Dollars (\$1,099,410.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal, entered into a certain contract with the Owner, dated the 16th day of December, 19 80, for the construction of:

Spy Run Interconnect Interceptor No. 323-80
all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 54-11048, through and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in

any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
parts, each one of which shall be deemed an original, this 16th
day of December, 19 80.

ATTEST:

Joan C. Wagner
Principal Secretary

SEAL

Carolyn Eschmann
Witness as to Principal

2005 Bayan Ave.
Address

711 Wayne, Ind. 46805

ATTEST:

Surety Secretary

SEAL

Witness as to Surety

Address

WAYNESFIELD CONSTRUCTION, INC.
Principal
BY: Tal E. Ryz

Address

United States Fidelity & Guaranty
Surety

By Vicki L. Anderson
Attorney in Fact

Fort Wayne, Indiana
Address

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognition, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

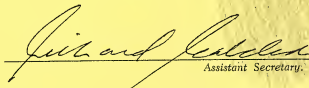
Vicki L. Anderson

of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) *12/11/80*


Assistant Secretary.

GENERAL POWER OF ATTORNEY

No. 90088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Vicki L. Anderson

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Vicki L. Anderson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of November, A. D. 1979

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Bertram W. Sealy, Jr.
Vice-President.

(SEAL)

(Signed) William J. Phelan
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY.

On this 16th day of November, A. D. 1979, before me personally came Bertram W. Sealy, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and William J. Phelan, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Bertram W. Sealy, Jr. and William J. Phelan were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1982.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sec.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

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(SEAL) (Signed) William Allen
Clerk of the Superior Court of Baltimore City.

Admn. Appr. _____

DIGEST SHEET

L-80-12-40

TITLE OF ORDINANCE Spy Run Area Sanitary Improvement Sewage Works Grant No.
C-180599-07; Sewer Resolution No. 323-80

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE A contract with Waynesfield Construction to construct
a 48 inch sanitary interceptor from the intersection of Northside Drive and
Glazier Avenue to the intersection of Sherman Blvd and Franke Park Drive all in
accordance with plans and specifications of the W.P.C. Utility.

EFFECT OF PASSAGE Improvement to the water quality in the Spy Run area with the
construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of State and Federal Funds to improve Fort Wayne
environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will
cost \$1,099,410.00 which will be paid by USEPA (75%), State (10%) and City Utilities (15%).

ASSIGNED TO COMMITTEE (PRESIDENT)

City Utilities